

CIVIL CASE NO. 3:07cv062

Defendant.

[illegible]

that Paragraph 5 of the April 23, 1996 Letter Agreement between the parties remains in full force and effect and that the Defendant CBS Broadcasting Inc. is obligated to continue making annual promotional payments of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to the Plaintiff Lincoln Financial Media Company pursuant to that provision.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Judgment is entered in favor of the Plaintiff Lincoln Financial Media Company and against Defendant CBS Broadcasting, Inc. in the amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00).

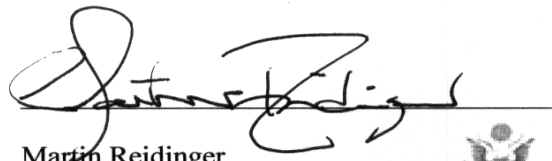
The Court determines, and the parties agree, that an award of prejudgment interest is appropriate.¹ Accordingly, **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Plaintiff Lincoln Financial Media Company is hereby awarded prejudgment interest at the rate of eight percent (8%) as determined by N.C. Gen. Stat. §§ 24-1 and 24-5, which shall run on half of the amount of the award (\$400,000.00) from June 20, 2006, the date of the first breach of the Defendant, until the date of entry of this Judgment. Prejudgment interest, at the rate of eight percent (8%) as determined by N.C. Gen. Stat. §§ 24-1 and 24-5, shall run on the other half of the amount of the award (\$400,000.00) from June 27, 2007, the date of the second breach of the Defendant, until the date of entry of this Judgment.

¹In a diversity action, an award of prejudgment interest is determined by state law. See United States v. Dollar Rent A Car Systems, Inc., 712 F.2d 938, 940 (4th Cir. 1983).

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that post-judgment interest shall run on the full amount of the Judgment at the prescribed statutory rate set forth in 28 U.S.C. § 1961.

IT IS SO ORDERED.

Signed: April 9, 2008


Martin Reidinger
United States District Judge

